

Howard R. Foley  
FOLEY & FREEMAN, CHARTERED  
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Meridian, ID 83680  
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FAX (208) 888-5130

U.S. COURTS  
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CAMERON S. BURKE  
CLERK IDAHO

Attorney for Franklin Equity Leasing Corporation

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF IDAHO

In re:	)	
	)	Case No. 98-02141
COMMUNITY HOME	)	
HEALTH, INC.,	)	NOTICE OF MOTION AND AMENDED
	)	MOTION TO ASSUME OR REJECT
Debtor.	)	LEASE
_____	)	

COMES NOW, Franklin Equity Leasing (hereinafter FELCO) and moves this court for an order pursuant to 11 U.S.C. §365 directing the trustee to assume or reject an unexpired lease on the following showing:

1) That the Debtor and FELCO entered into six (6) lease agreements for the following: 1996 Chevrolet Blazer, Lease No. 4-4237; 1996 Chevrolet Blazer, Lease No. 4-4239; 1996 Chevrolet Blazer, Lease No. 4-4240; 1996 Chevrolet pickup, Lease No. 4-4251; 1996 Chevrolet Suburban, Lease No. 4-4951; and a 1996 Chevrolet Suburban, Lease No. 4-4950, in the amount and the terms as set forth in the lease agreements. Copies of the leases are attached hereto, and incorporated herein as if fully set forth.

2) That the Debtor filed for relief under Chapter 7 of Title 11 on June 25, 1998, at which time the debtor was in default under the lease agreements as follows: for the

30K

months of June, July and August, on Lease Nos. 4-4237, 4-4239, 4-4240, and 4-4251; and for the months of July and August on Lease Nos. 4-4950 and 4-4951, in the total sum of \$5819.39.

3) That the order for relief was entered by this court on June 25, 1998, and pursuant to provisions of 11 U.S.C. §365(d), the debtor in possession can be ordered by the Court within a specified time to assume or reject an unexpired lease and the Court should so order the Debtor to assume and bring current the lease or reject the same and further provide proof that the vehicle is insured at the hearing in this matter.

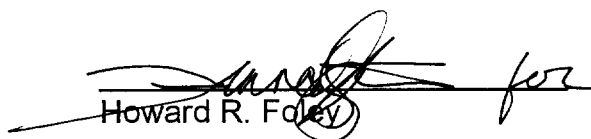
4) That the debtor has in its Schedule G stated that it intends to reject the leased vehicles back to Franklin Equity Leasing, Inc. If the Debtor rejects the lease, the Court should enter its order rejecting said lease and permitting Lessor to take possession of and dispose of the same.

#### **NOTICE OF HEARING**

TO: COMMUNITY HOME HEALTH, INC., its attorney of record, and the U.S. TRUSTEE:

Please take notice that Franklin Equity Leasing will bring on for hearing on its Motion to Assume or Reject Lease on the 18th day of August, 1998, at the hour of 1:30 p.m., at 550 W. Fort Street, 5th Floor, in Boise, Idaho, before the Honorable Jim D. Pappas.

Dated this 14 day of August, 1998.

  
Howard R. Foley

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 14 day of August, 1998, I caused to be served a true and correct copy of the foregoing **NOTICE OF MOTION AND MOTION TO ASSUME OR REJECT LEASE** by the method indicated below, and addressed to the following:

Bernie R. Rakozy  
Trustee  
P.O. Box 1738  
Boise, ID 83701

XX Mailed  
       FAXED  
       Hand-delivered

D. Blair Clark  
P.O. Box 2773  
Boise, ID 83701

XX Mailed  
       FAXED  
       Hand-delivered

Community Home Health, Inc.  
1109 W. Myrtle, #120  
Boise, ID 83702

XX Mailed  
       FAXED  
       Hand-delivered

U. S. Trustee  
P.O. Box 110  
Boise, ID 83707

XX Mailed  
       FAXED  
       Hand-delivered

  
Howard R. Foley

THIS LEASE AGREEMENT is made and entered into this 21 day of JAN, 1996, by FRANKLIN EQUITY LEASING CO. of 1010 N. COLE ROAD BOISE, ID (HEREINAFTER CALLED "LESSOR"), and COMMUNITY HOME HEALTH of 1109 W MYRTLE SUITE 220 BOISE ID 83702 (hereinafter CALLED "LESSEE"). Lessor(s) and Lessee(s) are hereinafter collectively called the "Parties." The parties acknowledge that ROUNDTREE CHEVROLET INC. is the Supplier of the leased motor vehicle and is an additional Lessor for the sole purpose of disclosure under the Federal Consumer Leasing Act and execution of this Lease on behalf of Lessor. Lessee acknowledges that Supplier is not Lessor's agent for purpose of any representations inducing Lessee to execute or explaining this Lease.

## IT IS AGREED BY THE PARTIES AS FOLLOWS:

Lessor agrees to and does lease to Lessee, and Lessee agrees to and does lease from Lessor upon and under the terms and conditions as contained below and as contained on the reverse side hereof, the Motor Vehicle described as follows:

## 1) DESCRIPTION OF MOTOR VEHICLE:

<input type="checkbox"/> CAR	<input checked="" type="checkbox"/> GAS	1996	6	CHEVROLET	S10 BLAZER 4X4	TEAL	1GNDT13W3T2117859
<input checked="" type="checkbox"/> TRUCK	<input type="checkbox"/> DIESEL						

<input checked="" type="checkbox"/> AIR COND.	<input checked="" type="checkbox"/> AUTOMATIC	<input type="checkbox"/> CD PLAYER	<input type="checkbox"/> SUNROOF	<input checked="" type="checkbox"/> TILT	<input type="checkbox"/>	<input checked="" type="checkbox"/> BUSINESS
<input checked="" type="checkbox"/> PWR WINDOWS	<input checked="" type="checkbox"/> CRUISE	<input type="checkbox"/> VINYL ROOF	<input checked="" type="checkbox"/> RADIO	<input checked="" type="checkbox"/> 4 WD	<input type="checkbox"/>	<input type="checkbox"/> PERSONAL <input type="checkbox"/> FARMING

2) LIMITATION OF WARRANTIES. The manufacturer's warranties with respect to the vehicle are available from the dealership supplying the vehicle. Lessee acknowledges that he/she has selected the vehicle relying solely upon the manufacturer's warranties and representations. Lessee expressly agrees that there are no warranties other than the manufacturer's warranty, and that Lessor shall not be liable to Lessee for any loss, cost or damage arising from or related to the possession, use or loss of use of the vehicle. Lessee shall not set off such loss, cost or damage against any sums due Lessor under the terms of this Lease Agreement. Lessor agrees that all warranties, agreements and representations, if any, made by the manufacturer to Lessee or Lessor are hereby assigned to Lessee and may be enforced by Lessee. LESSOR SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS OR USE FOR ANY PARTICULAR PURPOSE.

## 3) PAYMENT AND LEASE TERM; COST OF LEASE

\*BECAUSE TAX RATES MAY CHANGE DURING THE TERM OF THE LEASE, THESE AMOUNTS AND TOTALS ARE ESTIMATES.

1	ADVANCE PAYMENT	<input type="checkbox"/> CAPITALIZED COST REDUCTION	<input type="checkbox"/> TRADE IN	\$	
2	ADMINISTRATIVE FEE (IF PAID)	N/A		+	\$ N/A
3	SECURITY DEPOSIT (REFUNDABLE ON LESSEE'S COMPLIANCE WITH LEASE)			+	\$
4	FIRST MONTHLY RENTAL PAYMENT			+	\$ 417.00
5	LAST MONTHLY RENTAL PAYMENT			+	\$
6	LICENSE FEES DUE AT LEASE INCEPTION	TITLE & DOC		+	\$ 92.00
7	MECHANICAL BREAKDOWN PROTECTION CONTRACT (IF PAID)			+	\$
8	TOTAL INITIAL CHARGE			=	\$ 509.00

9	BASE MONTHLY RENT	\$	397.14
10	MONTHLY SALES TAX	+	\$ 19.86
11	MONTHLY TAXES & FEES: 11B LICENSE FEE: <input type="checkbox"/> 11A PROPERTY TAX <input type="checkbox"/> 11C LUXURY TAX: <input type="checkbox"/> (CHECK BOX IF INCLUDED)	+	\$ N/A
12	TOTAL MONTHLY RENTAL PAYMENT	=	\$ 417.00
13	LEASE TERM	X	36 MONTHS
14	TOTAL MONTHLY PAYMENT	=	\$ 15012.00
15	RESIDUAL VALUE	\$	16677.38
16	MONTHLY TERMINATION FACTOR	\$	241.55

## THE FOLLOWING OFFICIAL FEES AND TAXES ARE PAYABLE BY LESSEE:

ESTIMATED REGISTRATION & LICENSE FEES FOR LEASE TERM	ESTIMATED SALES TAX OBLIGATION (10 X 13 + 1A + 2A)	ESTIMATED PROPERTY TAX OBLIGATION	LUXURY TAX	ESTIMATED TOTAL FEES AND TAX OBLIGATION
17 \$ 92.00	18 \$ 714.96	19 \$ N/A	20 \$	\$ 806.96

MECHANICAL BREAKDOWN. Although not required under the Lease, Lessee may purchase a contract for the repair of certain major mechanical breakdowns of the vehicle and to cover some related expenses for the term of the Lease. If purchased, Lessee has reviewed the terms of the coverage which are contained in a separate contract, a completed copy of which Lessee has or will receive.

- ☐ Lessee elects to purchase mechanical breakdown protection by advance payment for the price of \$ \_\_\_\_\_ LESSEE'S INITIALS X \_\_\_\_\_
- ☐ Lessee elects to purchase mechanical breakdown protection to be paid during the lease term as a part of the monthly lease payment for the cash price of \$ \_\_\_\_\_ LESSEE'S INITIALS X \_\_\_\_\_
- ☒ Lessee does not elect to purchase mechanical breakdown protection. LESSEE'S INITIALS X \_\_\_\_\_

OTHER CHARGES PAYABLE TO LESSOR. At the time of Lease termination, the Lessee may be liable for an Excess Mileage Charge, Damage Charge and a Disposition Charge of \$250 pursuant to paragraph 5 below.

4) MONTHLY RENTAL PAYMENT. The first monthly rental payment is due upon execution of this Lease Agreement. The next payment is due on the ☐ 1st ☐ 5th ☐ 10th ☐ 15th ☒ 20th day of FEB, 1996 with all subsequent payments due on the same day of each month thereafter. All monthly rental payments shall be paid to Lessor at the address designated above. Retention of the vehicle and

end of lease term is prohibited. If the Lessee retains possession of the vehicle past the End of the Lease Term, he/she agrees to continue to pay the monthly rental payment and, in addition, shall pay to Lessor any damage which Lessor may incur by reason of such retention. Lessee shall pay all monthly rental payments and other payments specified in this Lease Agreement without deduction, setoff, or demand.

5) **STANDARDS OF WEAR AND USE AND END OF TERM LIABILITY.** This Lease will commence upon execution of this Lease Agreement and will terminate at the expiration of the number of months shown in #13 above, unless terminated earlier. At the end of the lease term, Lessee shall pay to Lessor:

- (a) **EXCESS MILEAGE CHARGE:** An amount equal to 12 cents for each mile the vehicle is driven prior to redelivery to Lessor in excess of 125 miles per month (or the greater number of miles per month here indicated, if filled in and initialized by Lessor:

); Lessor's initials \_\_\_\_\_ and \_\_\_\_\_

(b) **DAMAGE CHARGE:** The cost to place the vehicle in good working condition, which means in a condition so that it is legally operable and saleable under any applicable law, and without unreasonable or excessive wear. Should unreasonable or excess wear or use occur or should any equipment be missing or inoperable, Lessee shall pay Lessor for necessary repairs and replacements whether or not such repairs or replacements are made. Unreasonable or excessive wear and use shall include but not be limited to: (i) failure to comply with the manufacturer's maintenance and operational manual; (ii) not returning the vehicle in the same condition as received, ordinary wear and tear excepted; (iii) having any tire which is not of a matching set of five (5) or has less than 1/8 inch of tread remaining at its shallowest point in each; (iv) any scratches, dents, chips or rusted areas, (v) series thereof) over one inch long or mismatched paint or special identification; (v) broken or dented grill, cracked or broken windows and windshield or inoperative window mechanisms or broken head and tail lights; (vi) seats, headliners, door panels or carpeting which is worn or damaged beyond ordinary wear and tear or burned.

- (c) **DISPOSITION CHARGE:** In the amount of \$250 unless the Lessee elects to purchase the vehicle at the end of the scheduled Lease Term.

THE TERMS, CONDITIONS AND DISCLOSURES ON THE OTHER SIDE ARE AN ESSENTIAL AND AN INTEGRAL PART OF THIS LEASE AGREEMENT.

B- 17-4239

CLOSED END  
MOTOR VEHICLE LEASE  
AGREEMENT AND DISCLOSURETHIS LEASE AGREEMENT is made and entered into this 23 day of JAN, 19 96, by andbetween FRANKLIN EQUITY LEASING CO. of 1010 N. COLE ROAD BOISE, ID

STREET ADDRESS CITY ST. ZIP

ERENAFTER CALLED "LESSOR"), and COMMUNITY HOME HEALTH1109 W MYRTLE SUITE 220 BOISE ID 83702

STREET ADDRESS

CITY

ST.

ZIP

PHONE

hereinafter CALLED "LESSEE"). Lessor(s) and Lessee(s) are hereinafter collectively called the "Parties." The parties acknowledge that

ROUNDTREE CHEVROLET INC. is the Supplier of the leased motor vehicle and is an additional Lessor for the sole purposes

DEALERSHIP NAME

disclosure under the Federal Consumer Leasing Act and execution of this Lease on behalf of Lessor. Lessee acknowledges that Supplier is not Lessor's agent for purpose of any representations inducing Lessee to execute or explaining this Lease.

## IS AGREED BY THE PARTIES AS FOLLOWS:

Lessee agrees to and does lease to Lessee, and Lessee agrees to and does lease from Lessor upon and under the terms and conditions as contained below and as contained on the reverse side hereof, the Motor Vehicle described as follows:

## DESCRIPTION OF MOTOR VEHICLE:

CAR	TRUCK	GAS	DIESEL	YEAR	MAKE	MODEL	COLOR	IDENTIFICATION
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1996	CHEVROLET	S10 BLAZER 4X4	RED	1GNDT13W5T2123114

DESCRIPTION OF EXTRA EQUIPMENT						INTENDED USE	
<input type="checkbox"/> AIR COND.	<input checked="" type="checkbox"/> AUTOMATIC	<input type="checkbox"/> CD PLAYER	<input type="checkbox"/> SUNROOF	<input checked="" type="checkbox"/> TILT	<input type="checkbox"/>	<input checked="" type="checkbox"/> BUSINESS	
<input type="checkbox"/> PWR WINDOWS	<input checked="" type="checkbox"/> CRUISE	<input type="checkbox"/> VINYL ROOF	<input checked="" type="checkbox"/> RADIO	<input checked="" type="checkbox"/> 4 WD	<input type="checkbox"/>	<input type="checkbox"/> PERSONAL	<input type="checkbox"/> FARMING

**LIMITATION OF WARRANTIES.** The manufacturer's warranties with respect to the vehicle are available from the dealership supplying the vehicle. Lessee acknowledges that he/she has selected the vehicle relying solely upon the manufacturer's warranties and representations. Lessee expressly agrees that there are no warranties other than the manufacturer's warranty, and that Lessor shall not be liable to Lessee for any loss, cost or damage arising from or related to the possession, use or loss of use of the vehicle. Lessee shall not set off any loss, cost or damage against any sums due Lessor under the terms of this Lease Agreement. Lessor agrees that all warranties, agreements and representations, if any, made by the manufacturer to Lessee or Lessor are hereby assigned to Lessee and may be enforced by Lessee. LESSOR SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS OR USE FOR ANY PARTICULAR PURPOSE.

\*BECAUSE TAX RATES MAY CHANGE DURING THE TERM OF THE LEASE, THESE AMOUNTS AND TOTALS ARE ESTIMATES.

## PAYMENT AND LEASE TERM: COST OF LEASE

ADVANCE PAYMENT	<input type="checkbox"/> CAPITALIZED COST REDUCTION	<input type="checkbox"/> TRADE IN	\$
<input type="checkbox"/> SALES TAX	(1A)		
ADMINISTRATIVE FEE (IF PAID)	N/A		\$ N/A
<input type="checkbox"/> INCLUDE SALES TAX OF \$	(2A)		
SECURITY DEPOSIT (REFUNDABLE ON LESSEE'S COMPLIANCE WITH LEASE)			\$
FIRST MONTHLY RENTAL PAYMENT			\$ 417.00
LAST MONTHLY RENTAL PAYMENT			\$
LICENSE FEES DUE AT LEASE INCEPTION	TITLE & DOC		\$ 92.00
MECHANICAL BREAKDOWN PROTECTION CONTRACT (IF PAID)			\$
TOTAL INITIAL CHARGE			\$ 509.00

9	BASE MONTHLY RENT	\$	397.14
10	MONTHLY SALES TAX	+	\$ 19.86 *
11	MONTHLY TAXES & FEES: 11B LICENSE FEE: <input type="checkbox"/> 11A PROPERTY TAX <input type="checkbox"/> 11C LUXURY TAX: <input type="checkbox"/> (CHECK BOX IF INCLUDED)	+	\$ N/A *
12	TOTAL MONTHLY RENTAL PAYMENT	=	\$ 417.00 *
13	LEASE TERM	X	36 MONTHS
14	TOTAL RENTAL FOR LEASE TERM	=	\$ 15012.00 *
15	RESIDUAL VALUE	\$	16677.38
16	MONTHLY TERMINATION FACTOR	\$	241.55

## THE FOLLOWING OFFICIAL FEES AND TAXES ARE PAYABLE BY LESSEE:

ESTIMATED REGISTRATION & LICENSE FEES FOR LEASE TERM		ESTIMATED SALES TAX OBLIGATION (10 X 13 + 1A + 2A)		ESTIMATED PROPERTY TAX OBLIGATION		LUXURY TAX		ESTIMATED TOTAL FEE AND TAX OBLIGATION								
\$	92.00	+	18	\$	714.96 *	+	19	\$	N/A *	+	20	\$	*	=	\$	806.96 *

**MECHANICAL BREAKDOWN.** Although not required under the Lease, Lessee may purchase a contract for the repair of certain major mechanical breakdowns of the vehicle and to cover some related expenses for the term of the Lease. If purchased, Lessee has reviewed the terms of the coverage which are contained in a separate contract, a completed copy of which Lessee has or will receive.

- ☐ Lessee elects to purchase mechanical breakdown protection by advance payment for the price of \$ \_\_\_\_\_ LESSEE'S INITIALS X \_\_\_\_\_
- ☐ Lessee elects to purchase mechanical breakdown protection to be paid during the lease term as a part of the monthly lease payment for the cash price of \$ \_\_\_\_\_ LESSEE'S INITIALS X \_\_\_\_\_
- ☒ Lessee does not elect to purchase mechanical breakdown protection. LESSEE'S INITIALS X \_\_\_\_\_

**OTHER CHARGES PAYABLE TO LESSOR.** At the time of Lease termination, the Lessee may be liable for an Excess Mileage Charge, a Damage Charge and a Disposition Charge of \$250 pursuant to paragraph 5 below.

**MONTHLY RENTAL PAYMENT.** The first monthly rental payment is due upon execution of this Lease Agreement. The next payment is due on the ☐ 1st ☐ 5th ☐ 10th ☐ 15th ☒ 20th day of Feb, 1986 with all subsequent payments due on the same day of each month thereafter. All monthly rental payments shall be paid to Lessor at the address designated above. Retention of the vehicle past the end of lease term is prohibited. If the Lessee retains possession of the vehicle past the End of the Lease Term, he/she agrees to continue to pay the monthly rental payment and, in addition, shall pay to Lessor any damage which Lessor may incur by reason of such retention. Lessee shall pay all monthly rental payments and other payments specified in this Lease Agreement without deduction, setoff, or demand.

**STANDARDS OF WEAR AND USE AND END OF TERM LIABILITY.** This Lease will commence upon execution of this Lease Agreement and terminate at the expiration of the number of months shown in #13 above, unless terminated earlier. At the end of the lease term, Lessee shall pay Lessor:

- (a) **EXCESS MILEAGE CHARGE:** An amount equal to **12 cents** for each mile the vehicle is driven prior to redelivery to Lessor in excess of **1250** miles per month (or the greater number of miles per month here indicated, if filled in and initialized by Lessor:

); Lessee's initials                      and

- (b) **DAMAGE CHARGE:** The cost to place the vehicle in good working condition, which means in a condition so that it is legally operable and reliable under any applicable law and without unreasonable or excessive wear. Should unreasonable or excess wear or use occur or should any equipment be missing or inoperable, Lessee shall pay Lessor for necessary repairs and replacements whether or not such repairs or replacements are in the manual. Unreasonable or excessive wear and use shall include but not be limited to: (i) failure to comply with the manufacturer's maintenance and operation manual; (ii) not returning the vehicle in the same condition as received, ordinary wear and tear excepted; (iii) having any tire which is not of a proper size or has less than 1/8 inch of tread remaining at its shallowest point in each; (iv) any scratches, dents, chips or rusted areas, (or any combination thereof) over one inch long or mismatched paint or special identification; (v) broken or dented grill, cracked or broken windows and windshields, inoperative window mechanisms or broken head and tail lights; (vi) seats, headliners, door panels or carpeting which is worn or damaged beyond normal wear and tear or burned.



CLOSED END  
MOTOR VEHICLE LEASE  
AGREEMENT AND DISCLOSURE

THIS LEASE AGREEMENT is made and entered into this 19 day of JAN, 19 96, by

between FRANKLIN EQUITY LEASING CO. of 1010 N. COLE ROAD BOISE, ID  
STREET ADDRESS CITY ST. ZIP

(HEREINAFTER CALLED "LESSOR"), and COMMUNITY HOME HEALTH

of 1109 W MYRTLE, SUITE 220 BOISE ID 83702  
STREET ADDRESS CITY ST. ZIP PHONE

(hereinafter CALLED "LESSEE"). Lessor(s) and Lessee(s) are hereinafter collectively called the "Parties." The parties acknowledge

ROUNDTREE CHEVROLET INC. is the Supplier of the leased motor vehicle and is an additional Lessor for the sole purpose of disclosure under the Federal Consumer Leasing Act and execution of this Lease on behalf of Lessor. Lessee acknowledges that Supplier is not Lessor's agent for purpose of any representations inducing Lessee to execute or explaining this Lease.

#### IT IS AGREED BY THE PARTIES AS FOLLOWS:

Lessor agrees to and does lease to Lessee, and Lessee agrees to and does lease from Lessor upon and under the terms and conditions as contained below and as contained on the reverse side hereof, the Motor Vehicle described as follows:

#### 1) DESCRIPTION OF MOTOR VEHICLE:

<input type="checkbox"/> CAR	<input checked="" type="checkbox"/> GAS	<u>1996</u>	<u>6</u>	<u>CHEVROLET</u>	<u>S10 BLAZER 4X4</u>	<u>WHITE</u>	<u>1GNDT1JW3T2106831</u>
<input checked="" type="checkbox"/> TRUCK	<input type="checkbox"/> DIESEL						
<input checked="" type="checkbox"/> AIR COND. <input checked="" type="checkbox"/> AUTOMATIC <input type="checkbox"/> CD PLAYER <input type="checkbox"/> SUNROOF <input checked="" type="checkbox"/> TILT <input type="checkbox"/> BUSINESS <input checked="" type="checkbox"/> PWR WINDOWS <input checked="" type="checkbox"/> CRUISE <input type="checkbox"/> VINYL ROOF <input checked="" type="checkbox"/> RADIO <input checked="" type="checkbox"/> 4 WD <input type="checkbox"/> PERSONAL <input type="checkbox"/> FARMING							

2) LIMITATION OF WARRANTIES. The manufacturer's warranties with respect to the vehicle are available from the dealership supply the vehicle. Lessee acknowledges that he/she has selected the vehicle relying solely upon the manufacturer's warranties and representations. Lessee expressly agrees that there are no warranties other than the manufacturer's warranty, and that Lessor shall not be liable for any loss, cost or damage arising from or related to the possession, use or loss of use of the vehicle. Lessee shall not set such loss, cost or damage against any sums due Lessor under the terms of this Lease Agreement. Lessor agrees that all warranties, agreements and representations, if any, made by the manufacturer to Lessee or Lessor are hereby assigned to Lessee and may be enforced by Lessee. LESSOR SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS OR USE FOR ANY PARTICULAR PURPOSE.

#### 3) PAYMENT AND LEASE TERM; COST OF LEASE

\*BECAUSE TAX RATES MAY CHANGE DURING THE TERM OF THE LEASE, THESE AMOUNTS AND TOTALS ARE ESTIMATES.

1	ADVANCE PAYMENT	<input type="checkbox"/> CAPITALIZED COST REDUCTION <input type="checkbox"/> TRADE IN	\$	
2	ADMINISTRATIVE FEE (IF PAID)	<input type="checkbox"/> INCLUDE SALES TAX OF \$ <u>N/A</u> (2A)	+	\$ <u>N/A</u>
3	SECURITY DEPOSIT (REFUNDABLE ON LESSEE'S COMPLIANCE WITH LEASE)		+	\$
4	FIRST MONTHLY RENTAL PAYMENT		+	\$ <u>417.00</u>
5	LAST MONTHLY RENTAL PAYMENT		+	\$
6	LICENSE FEES DUE AT LEASE INCEPTION	<u>TITLE&amp;DOC</u>	+	\$ <u>92.00</u>
7	MECHANICAL BREAKDOWN PROTECTION CONTRACT (IF PAID)		+	\$
8	TOTAL INITIAL CHARGE		=	\$ <u>509.00</u>
9	BASE MONTHLY RENT		\$	<u>397.14</u>
10	MONTHLY SALES TAX		+	\$ <u>19.86</u>
11	MONTHLY TAXES & FEES: 11B LICENSE FEE: <input type="checkbox"/> 11A PROPERTY TAX <input type="checkbox"/> 11C LUXURY TAX: <input type="checkbox"/> (CHECK BOX IF INCLUDED)		+	\$ <u>N/A</u>
12	TOTAL MONTHLY RENTAL PAYMENT		=	\$ <u>417.00</u>
13	LEASE TERM		X	<u>36</u> MONTHS
14	TOTAL RENTAL PAYMENT FOR LEASE TERM		=	\$ <u>15012.00</u>
15	RESIDUAL VALUE		\$	<u>16677.38</u>
16	MONTHLY TERMINATION FACTOR		\$	<u>241.55</u>

THE FOLLOWING OFFICIAL FEES AND TAXES ARE PAYABLE BY LESSEE:

ESTIMATED REGISTRATION & LICENSE FEES FOR LEASE TERM	ESTIMATED SALES TAX OBLIGATION (10 X 13 + 1A + 2A)	ESTIMATED PROPERTY TAX OBLIGATION	LUXURY TAX	ESTIMATED TOTAL FEE AND OBLIGATION
17 \$ <u>92.00</u>	18 \$ <u>714.96</u> *	19 \$ <u>N/A</u> *	20 \$ *	= \$ <u>806.96</u>

MECHANICAL BREAKDOWN. Although not required under the Lease, Lessee may purchase a contract for the repair of certain major mechanical breakdowns of the vehicle and to cover some related expenses for the term of the Lease. If purchased, Lessee has reviewed the terms of the coverage which are contained in a separate contract, a completed copy of which Lessee has or will receive.

- ☐ Lessee elects to purchase mechanical breakdown protection by advance payment for the price of \$ \_\_\_\_\_ LESSEE'S INITIALS X \_\_\_\_\_
- ☐ Lessee elects to purchase mechanical breakdown protection to be paid during the lease term as a part of the monthly lease payment for the cash price of \$ \_\_\_\_\_ LESSEE'S INITIALS X \_\_\_\_\_
- ☒ Lessee does not elect to purchase mechanical breakdown protection. LESSEE'S INITIALS X DL

OTHER CHARGES PAYABLE TO LESSOR. At the time of Lease termination, the Lessee may be liable for an Excess Mileage Charge, Damage Charge and a Disposition Charge of \$250 pursuant to paragraph 5 below.



4) **MONTHLY RENTAL PAYMENT.** The first monthly rental payment is due upon execution of this Lease Agreement. The next payment is due on the ☐ 1st ☐ 5th ☐ 10th ☐ 15th ☒ 20th day of Feb, 1998 with all subsequent payments due on the same day of each month thereafter. All monthly rental payments shall be paid to Lessor at the address designated above. Retention of the vehicle past the end of lease term is prohibited. If the Lessee retains possession of the vehicle past the End of the Lease Term, he/she agrees to continue to pay the monthly rental payment and, in addition, shall pay to Lessor any damage which Lessor may incur by reason of such retention. Lessee shall pay all monthly rental payments and other payments specified in this Lease Agreement without deduction, setoff, or demand.

5) **STANDARDS OF WEAR AND USE AND END OF TERM LIABILITY.** This Lease will commence upon execution of this Lease Agreement and will terminate at the expiration of the number of months shown in #13 above, unless terminated earlier. At the end of the lease term, Lessee shall return the vehicle to Lessor:

(a) **EXCESS MILEAGE CHARGE:** An amount equal to 12 cents for each mile the vehicle is driven prior to redelivery to Lessor in excess of 12 miles per month (or the greater number of miles per month here indicated, if filled in and initialized by Lessor:

           ); Lessor's initials            and

(b) **DAMAGE CHARGE:** The cost to place the vehicle in good working condition, which means in a condition so that it is legally operable and saleable under any applicable law and without unreasonable or excessive wear. Should unreasonable or excess wear or use occur or should any equipment be missing or inoperable, Lessee shall pay Lessor for necessary repairs and replacements whether or not such repairs or replacements are made. Unreasonable or excessive wear and use shall include, but not be limited to: (i) failure to comply with the manufacturer's maintenance and operational manual; (ii) not returning the vehicle in the same condition as received, ordinary wear and tear excepted; (iii) having any tire which is not of a matching set of five (5) or has less than 1/8 inch of tread remaining at its shallowest point in each; (iv) any scratches, dents, chips or rusted areas, series thereof over one inch long or mismatched paint or special identification; (v) broken or dented grill, cracked or broken windows and windshield or inoperative window mechanisms or broken head and tail lights; (vi) seats, headliners, door panels or carpeting which is worn or damaged beyond ordinary wear and tear or burned.





**JUL**

4. **MONTHLY RENTAL PAYMENT:** The first monthly rental payment is due upon execution of this Lease Agreement. The next payment is due on the ☒ 1st ☐ 5th ☐ 10th ☐ 15th ☐ 20th day of Aug 1996 with all subsequent payments due on the same day of each month thereafter. All monthly rental payments shall be paid to Lessor at the address designated above. Retention of the vehicle past the end of lease term is prohibited. If the Lessee retains possession of the vehicle past the End of the Lease Term, the Lessee agrees to continue to pay the monthly rental payment and, in addition, shall pay to Lessor any damage which Lessor may incur by reason of such retention. Lessee shall pay monthly rental payments and other payments specified in this Agreement without deduction, setoff, or demand.

5. **STANDARDS OF WEAR AND USE AND END OF TERM LIABILITY:** This Lease will commence upon execution of this Lease Agreement and will terminate at the expiration of the number of months shown in Item #13 in paragraph 3 above, unless terminated earlier. At the end of the lease term, Lessee shall pay to Lessor:

(a) **EXCESS MILEAGE CHARGE:** An amount equal to 12 cents for each mile the vehicle is driven prior to redelivery to Lessor in excess of 125 miles per month (or the greater number of miles per month here indicated, if filled in and initialized by Lessor: 100 miles per month).  
Lessor's Initials: [Signature] and [Signature]

(b) **DAMAGE CHARGE:** The cost to place the vehicle in good working condition, which means that it is legally operable and suitable under applicable law and without unreasonable or excessive wear. Should unreasonable or excess wear or use occur or should any equipment be missing or inoperable, Lessee shall pay Lessor for necessary repairs and replacements whether or not such repairs or replacements are made. Unreasonable or excessive wear and use shall include but not be limited to: (i) failure to comply with the manufacturer's maintenance and operational manual; (ii) not returning the vehicle in the same condition as received, ordinary wear and tear excepted; (iii) having any tire which is not of a matching set of five (5) or has less than 1/8 inch of tread remaining at its shallowest point in each; (iv) any scratches, dents, chips or rusted areas, or series thereof over an inch long or mismatched paint or special identification; (v) broken or dented grill, rack or broken windows and windshields or inoperative window mechanisms or broken head and tail lights; (vi) dents, headliners, door panels or carpeting which is worn or damaged beyond ordinary wear and tear.



# FELCO AUTOLEASE

## CLOSED END MOTOR VEHICLE LEASE AGREEMENT AND DISCLOSURE

THIS LEASE AGREEMENT is made and entered into this 28 day of JUN 1998 by and between FRANKLIN EQUIPMENT SINC and 1010 N. COLE ROAD BOISE, ID

HEREINAFTER CALLED "LESSOR" and COMMUNITY HOME HEALTH

1109 N. MYRTLE SUITE 220 BOISE ID 83702

are hereafter CALLED "LESSEE" and "Lessee(s)" and Lessee(s) hereinafter collectively called "the parties". The parties acknowledge that ROUND TREE CHEVROLET INC is the Supplier of the leased motor vehicle and is an additional Lessor for the sole purposes of disclosure under the Federal Consumer Leasing Act and execution of this Lease on behalf of Lessor. Lessee acknowledges that Supplier is not Lessor's agent for purpose of any representations including Lessee to execute or explaining this Lease.

IS AGREED BY THE PARTIES AS FOLLOWS: Lessor agrees to and does lease to Lessee, and Lessee agrees to and does lease from Lessor, upon and under the terms and conditions as contained in and as contained on the reverse side hereof the Motor Vehicle described as follows:

DESCRIPTION OF MOTOR VEHICLE: CHEVROLET SUBURB 4X GREEN 3GNFK16R2TG145998

YEAR: 1996 MAKE: CHEVROLET MODEL: SUBURB 4X COLOR: GREEN VIN: 3GNFK16R2TG145998

DESCRIPTION OF EXTRA EQUIPMENT: AUTOMATIC, CD PLAYER, SUNROOF, CRUISE, RADIO

TYPE OF LEASE: LEASE ☒ BUSINESS ☐ PERSONAL ☐ FARMING

LIMITATION OF WARRANTIES: The manufacturer's warranties with respect to the vehicle are available from the dealership supplying the vehicle. Lessee acknowledges that he/she has selected the vehicle relying solely upon the manufacturer's warranties and representations. Lessee expressly agrees that there are no warranties other than the manufacturer's warranty, and that Lessor shall not be liable for any loss, cost or damage arising from or related to the possession, use or loss of use of the vehicle. Lessee shall not set off or deduct any cost or damage against any sums due Lessor under the terms of this Lease Agreement. Lessor agrees that all warranties, agreements and representations, if any, made by the manufacturer to Lessee or Lessor are hereby assigned to Lessee and may be enforced by Lessee. LESSOR SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS OR USE FOR ANY PARTICULAR PURPOSE.

PAYMENT AND LEASE TERM, COST OF LEASE: 947.72

ADVANCE PAYMENT	CAPITALIZED COST REDUCTION	TRADE-IN	9 BASE MONTHLY RENT:	\$ <u>475.00</u>
SALES TAX \$ <u>18.55</u>			10 MONTHLY SALES TAX:	\$ <u>23.79</u>
ADMINISTRATIVE FEE (IF PAID): <u>N/A</u>			11 MONTHLY TAXES & FEES: 11B LICENSE FEE:	\$ <u>N/A</u>
INCLUDE SALES TAX OF \$ <u>18.55</u>			12 TOTAL MONTHLY RENTAL PAYMENT:	\$ <u>499.14</u>
SECURITY DEPOSIT (REFUNDABLE ON LESSEE'S COMPLIANCE WITH LEASE):			13 LEASE TERM:	<u>36</u> MONTHS
FIRST MONTHLY RENTAL PAYMENT:			14 TOTAL RENTAL PERIOD:	\$ <u>17969.04</u>
LAST MONTHLY RENTAL PAYMENT:			15 RESIDUAL VALUE:	\$ <u>22238.10</u>
LICENSE FEES DUE AT LEASE INCEPTION:			16 MONTHLY TERMINATION FACTOR:	\$ <u>288.50</u>
MECHANICAL BREAKDOWN PROTECTION CONTRACT (IF PAID):				
TITLE & DOCS: \$ <u>82.00</u>				
MECHANICAL BREAKDOWN PROTECTION CONTRACT (IF PAID):				
TOTAL MONTHLY PAYMENT: \$ <u>591.14</u>				

THE FOLLOWING OFFICIAL FEES AND TAXES ARE PAYABLE BY LESSEE:

ESTIMATED REGISTRATION & LICENSE FEES FOR LEASE TERM:	ESTIMATED SALES TAX OBLIGATION (10% X \$19,472.14):	ESTIMATED PROPERTY TAX OBLIGATION:	LUXURY TAX:
\$ <u>92.00</u>	\$ <u>1855.72</u>	\$ <u>19.00</u>	\$ <u>947.72</u>

MECHANICAL BREAKDOWN: Although not required under the Lease, Lessee may purchase a contract for the repair of certain major mechanical breakdowns of the vehicle and to cover some related expenses for the term of the Lease. If purchased, Lessee has reviewed the terms of the coverage which are contained in a separate contract, a completed copy of which Lessee has or will receive.

☐ Lessee elects to purchase mechanical breakdown protection by advance payment of \$ 1000.00 at the time of lease inception.  
☐ Lessee elects to purchase mechanical breakdown protection to be paid during the lease term as a part of the monthly lease payment for the cash price of \$ 1000.00 per month.  
☒ Lessee does not elect to purchase mechanical breakdown protection.

OTHER CHARGES PAYABLE TO LESSOR: At the time of Lease termination, the Lessee may be liable for an "Excess Mileage Charge," "Damage Charge," and a "Disposition Charge" of \$250 pursuant to paragraph 5 below.

LESSEE'S INITIALS: X

MONTHLY RENTAL PAYMENT. The first monthly rental payment is due upon execution of this Lease Agreement. The next payment is due on the ☒ 1st ☐ 5th ☐ 10th ☐ 15th ☐ 20th day of Aug, 1988, with all subsequent payments due on the same day of each month thereafter. All monthly rental payments shall be paid to Lessor at the address designated above. Retention of the vehicle past the end of lease term is prohibited. If the Lessee retains possession of the vehicle past the End of the Lease Term, the Lessee agrees to continue to pay the monthly rental payment and, in addition, shall pay to Lessor any damage which Lessor may incur by reason of such retention. Lessee shall pay all monthly rental payments and other payments specified in this Agreement without deduction, setoff, or demand.

**STANDARDS OF WEAR AND USE AND END OF TERM LIABILITY.** This Lease will commence upon execution of this Lease Agreement and will terminate at the expiration of the number of months shown in item #13 in paragraph 3 above, unless terminated earlier. At the end of the lease term, Lessee shall pay to Lessor:

(a) **EXCESS MILEAGE CHARGE.** An amount equal to 12 cents for each mile the vehicle is driven prior to redelivery to Lessor in excess of 1250 miles per month (or the greater number of miles per month here indicated, if filled in and initialized by Lessor) 1250 miles per month. Lessor's Initials [Signature] and [Signature]

(b) **DAMAGE CHARGE.** The cost to place the vehicle in good working condition, which means that it is legally operable and saleable under applicable law and without unreasonable or excessive wear. Should unreasonable or excess wear or use occur or should any equipment be missing or operable, Lessee shall pay Lessor for necessary repairs and replacements whether or not such repairs or replacements are made. Unreasonable or excessive wear and use shall include but not be limited to: (i) failure to comply with the manufacturer's maintenance and operational manual; (ii) not turning the vehicle in the same condition as received, ordinary wear and tear excepted; (iii) having any tire which is bald or a matching set of five (5) has less than 1/8 inch of tread remaining at its shallowest point in each; (iv) any scratches, dents, chips or rusted areas; (v) any holes thereof over one (1) inch long or mismatched paint or special identification; (vi) broken or dented body, cracked or broken windows and windshield, inoperative window mechanisms or broken head and tail lights; (vii) seats, headliner, door panels or carpeting which is worn or damaged beyond ordinary wear and tear or burned.

STOPPED